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Section SF 1449 - CONTINUATION SHEET

SOW

Naval Medical Logistics Command has a requirement for a physical security system at the Navy Drug Screening Laboratory (NDSL) in Jacksonville, FL. The Navy contemplates award of a Firm Fixed Price contract for one complete system. The requested physical security system shall be an integrated system consisting of all hardware, computer software, reporting media and sensor devices. The system shall consist of an access control system with a cardholder management system, biometric and proximity style card readers and keypads, closed circuit television (CCTV), intrusion detection system, and an environmental alarm system for refrigerator changes. The system security control panel will be on site at NDSL, Building H-2033, Adams Avenue, Naval Air Station (NAS), Jacksonville, FL 32212-0113. The system will be located in the Security Officer's office, Room 4. Intrusion detection after hours shall set off an alarm at the Naval Air Station, Jacksonville Police Office, who will dispatch security to respond. It will also activate loud sirens located within command spaces. During an alarm event, sirens and local door alarm are turned off through the software. The attached platt and floor plans of the NDSL Jacksonville laboratory indicates location of doors, motion sensors, cameras, biometric readers, card readers, and environmental monitors.

DETAILED SPECIFICATIONS

A. Access Control.

- 1. Initial installation shall be for nine (9) biometric readers, seven (7) keypad swipes, and forty-one (41) card swipes at various command entry and exit points. Keypad entry shall be configured for personnel access via biometric identification and/or a personal identification numbering (PIN) system. The final system shall be capable of expansion for additional readers as needed. The card swipes will authorize individual access to specific restricted areas. The system shall have the ability to set up authorization to restricted areas by the security manager.
- 2. Two hundred fifty (250) new cards will be provided for initial establishment of the system.
- 3. The system will provide for a cardholder management system that controls and identifies personnel accessing various security manager defined areas. The system shall include equipment that can integrate color photo identification and access badge making capability for assigned personnel.
- 4. The computer software system shall provide for storing near unlimited amount of data. Software shall be capable of producing both standard and ad hoc reports. Reports will show entrance/exit to all restricted areas throughout any given day. If any security violation is attempted the computer system will identify the action to the security manager.
- 5. A security manager shall be able to define which personnel will have access to specific card readers. Individual access configuration shall be flexible enough to allow access from one to all readers, or any number in between for each individual. The security manager shall also have the ability to enable and

- disable the intrusion detection system for door 5A, or to set automatic on/off times for that door.
- 6. Most personnel shall be subject to a "hard" anti-passback policy (i.e., personnel must card in and out of work areas. If a person fails to card out of an area, the access card will not allow the person to card back into the area). The software shall allow the setting of a hard anti-passback policy. It shall also allow individual access cards to be "exempt" from the policy. Also, the software will allow the security manager to activate and deactivate individual doors from the anti-passback policy.

B. CCTV.

- 1. The system shall consist six (6) rotating color pan/tilt/zoom cameras (see enclosed camera listing); twenty-three (23) still color cameras (see enclosed camera listing); and all required "front end" equipment, including matrix switches, time lapse VCRs, Pan/Tilt/Zoom controls, and monitors. Due to the forensic nature of the laboratory, color cameras provide the necessary clarity for identification of individuals and viewing of security incidences.
- 2. All time-lapse recording devices will be located in Room 4.
- 3. Monitors will be capable of multiplexing and expansion.
 - Monitor 1: Multiplex view of camera positions and sequencing (17" flat screen);
 - Monitor 2: Multiplex view of camera positions and sequencing (17" flat screen).
- C. Intrusion Detection System (IDS). IDS system shall consist of one (1) security system access pad to arm and disarm the security system upon locking and unlocking the building located at door 27A, ten (10) motion detection sensors and thirty-two (32) magnetic proximity alarm sensors, which will activate the alarm system and the appropriate camera(s) for recording on the CCTV system as follows:
 - 1. 1 access pad located at Accessioning door (door 27A).
 - 2. Motion Detectors:
 - 1 motion detection sensor located in the Annex (room 1), directed north at the front emergency exit (door 1A);
 - 1 motion detection sensor located in the Annex (room 1), directed south at the rear emergency exit (door 1D);
 - 1 motion detection sensor located in the main entrance (room 5), directed north main entrance door (door 5A);
 - 1 motion detection sensor located in Initial Testing (room 33), directed north at the emergency exit (door 33B);
 - 1 motion detection sensor located in Initial Testing (room 33), directed south at the entrance (door 43A);
 - 1 motion detection sensor located in the MIS area (room 9), directed north at the emergency exit (door 9B);

- 1 motion detection sensor located in Support Services (room 19), directed at the emergency exit (door 19B) (Note: door is not currently in place, but installation is anticipated in the near future.);
- 1 motion detection sensor located in the GC/MS area (room 39), directed east at the emergency exit (door 39B);
- 1 motion detection sensor in the center of the Accessioning area (room 27), 360 degree coverage;
- 1 motion detection sensor in the western portion of the Accessioning area (room 27), 360 degree coverage;
- 1 motion activated light in the Alcove ("room" 43).
- 3. Magnetic Proximity Detectors on doors: 1A, 1D(x2), 4A, 5A, 5B, 6A, 7A, 9A, 9B, 18A(x2), 19A, 19B, 23A(x2), 27A, 27B (inside the drive-through window receiving tray cabinet), 30A, 31A, 33A(x2), 33B, 33C, 34A, 39A, 39B(x2), 40A, 43A(x2), and storage shed in the non-radioactive storage area (x2).

D. Equipment environmental monitoring system.

- 1. Equipment environmental monitoring shall consist of a minimum of: 2 two-door refrigerators located in Room 33 to alarm at < 2°C and > 8°C; and 1 three-door refrigerator located in Room 33 to alarm at < 2°C and > 8°C.
- 2. When any environmental sensor is triggered, the control system shall allow for dialing of up to six (6) programmable phone numbers (i.e., pagers, cell phones). The phone numbers shall be able to be reprogrammed by the security manager at any time.
- 3. The environmental monitoring shall be upgradeable to allow more refrigerators or freezers to be added, and to allow adjustment of alarm temperatures to cover either refrigerators or freezers.

E. Additional specifications.

- 1. Upon unauthorized opening of any of the alarmed doors, the CCTV will prioritize camera(s) recording to the breached door. The control monitor will display the incident. The software will record which door was breached. Recording will take place as long as the door is open.
- 2. Install cabling to connect doors, cameras, readers, sensors, and other relevant components to the control system, including burying wiring for exterior elements of the system. Install equipment necessary for system to alarm at NAS Jacksonville Police Office after hours.
- 3. The security system will be tied into the fire alarm system to allow egress of all personnel without using the card/key swipe system.
- 4. Contractor shall provide all computer hardware, software, and rack mount system.
- 5. Contractor shall provide door hardware and wiring to complete the integrated system. Use of an existing internal wiring, that is adequate, is allowable to support the new security system.
- 6. The computer shall have the approximate specifications: (a) Computer: IBM PC-compatible to run on Microsoft Windows platform; (b) Operating System:

Windows 2000 Professional Workstation; (c) Processor: Intel Pentium 4 processor or equivalent running at 3 gigahertz or faster; (d) Memory: 256 RAM or better; (e) Hard Drive: Internal 80 gigabyte or larger ULTRA ATA/100 IDE; 7200RPM; 8.5ms or better; (f) Graphics Card: Super VGA compatible; minimum 64 megabytes display memory; capable of displaying a resolution of at least 1024 by 768 pixels in true color; (g) Monitor: Minimum 17 inch TFT Flat Panel color display; (h) Network Interface Card: 10/100Base-T Ethernet for UTP CAT5 cable; (i) Peripherals: (i) 3 ½" Floppy Drive; (ii) CDROM: E-IDE (ATAPI-4) interface; 3-in-1 drive: 40X CD-R, 12X CD-RW, 40X max read; (iii) Compatible keyboard and mouse.

- 7. Contractor shall provide for training for two (2) government users as part of this contract.
- 8. Contractor shall possess all necessary credentials for this type of security installation at a government facility.
- 9. Technical support will be required 24 hours per day, 7 days per week.
- 10. Installation of security system will be by mutual agreement between contractor and Navy Drug Screening Laboratory, Jacksonville with NO interruption of physical security.

F. CAMERA ASSIGNMENTS.

- Camera 1, Exterior color pan/tilt/zoom low light capable camera on northwest side of building covering northeast parking area.
- Camera 2, Exterior color still low light capable camera covering Main Entrance (door 5A) on north side (front) of building.
- Camera 3, Exterior color pan/tilt/zoom low light capable camera on northeast side of building covering northwest parking area.
- Camera 4, Interior color still camera covering annex south (rear) exit door (door 1D).
- Camera 5, Interior color still camera covering north (Main Entrance) door (door 5A).
- Camera 6, Interior color still camera covering north (Initial Testing Area) emergency exit door (door 33B).
- Camera 7, Interior color still camera covering northeast (MIS Area) emergency exit door (door 9B).
- Camera 8, Exterior color still low light capable camera covering northeast side of building.
- Camera 9, Interior color still camera covering Annex hallway and entrance to supply officer area (door 1C).
- Camera 10, Interior color still camera covering northwest (front) emergency exit door (door 1A).
- Camera 11, Exterior color pan/tilt zoom low light capable camera covering southwest side of building and drive-through window.
- Camera 12, Interior color still camera covering Annex hallway door (door 1C).
- Camera 13, Interior color still camera covering Support Services emergency exit door (door 19B).

- Camera 14, Interior color still camera covering Initial Testing/Outside Storage Area door (door 43A).
- Camera 15, Interior color still camera covering GC/MS room west emergency exit door (door 39B).
- Camera 16, Exterior color still low light capable camera covering southwest side of building and parking area.
- Camera 17, Exterior color still low light capable camera covering southwest side of building, parking area, and Non-Radioactive Storage Area.
- Camera 18, Exterior color still low light capable camera covering drive-through window ("door" 27B) capable of reading and recording the number of packages delivered to the window. A magnetic proximity switch inside the drive-through window tray activates and deactivates the CCTV system to prioritize recording while the tray is open.
- Camera 19, Interior color still camera covering drive-through window ("door"
 27B) capable of reading and recording the number of packages delivered to the window.
- Camera 20, Interior color still camera covering south emergency exit/mail delivery door (door 27A).
- Camera 21, Interior color still camera covering Pour-Up Cage sliding gate door (door 29A).
- Camera 22, Exterior color still low light capable camera covering south emergency exit/mail delivery door (door 27A).
- Camera 23, Exterior color pan/tilt/zoom low light capable camera covering south side of building.
- Camera 24, Exterior (covered area) color still camera covering Outside Storage Area sliding gate ("door" 43B).
- Camera 25, Exterior (covered area) color still camera covering Outside Storage Area revolving entrance gate ("door" 43C).
- Camera 26, Exterior color still low light capable camera covering road to east of building (Welte Street).
- Camera 27, Exterior color still low light capable camera covering road south of building (Forsythe Street).
- Camera 28, Exterior color pan/tilt/zoom low light capable camera covering Forsythe Street from Storage Shed in Non-Radioactive Storage Area.
- Camera 29, Exterior color pan/tilt/zoom low light capable camera covering Tatum Avenue from Radioactive Storage Area.

G. DOORS REQUIRING Key Pads and/or Card Swipes.

1. BIOMETRIC.

• Door 4A – Security Office (Room 4): Door to Room 4 will have biometric swipe entry and card swipe exit. The door will have in and out readers and all necessary hardware. Unauthorized opening activates a local door alarm that activates for a configurable amount of time within the security software.

- Door 5B Main Entrance (Room 5): Main entrance door to the command will have a biometric swipe entry and card swipe exit. The door will have in and out readers and all necessary hardware. Unauthorized opening activates a local door alarm that activates for a configurable amount of time within the security software.
- Door 27A Accessioning (Room 27): The door will have biometric swipe entry and card swipe exit. The door will have in and out readers and all necessary hardware. Unauthorized opening activates a local door alarm that activates for a configurable amount of time within the security software. Unauthorized opening activates the CCTV system to prioritize recording the event with the pan/tilt/zoom camera (camera 23) and the still cameras (cameras 20 and 22) and displays on a monitor.
- Door 29A Pour-Up Cage Gate (Room 29): The gate will have biometric swipe entry and card swipe exit. The door will have in and out readers and all necessary hardware. Unauthorized opening activates a local door alarm that activates for a configurable amount of time within the security software. Unauthorized opening activates the CCTV system to prioritize recording the event with still camera (Camera 21) and displays on a monitor.
- Door 30A Walk-In Freezer (Room 30): The door will have biometric swipe entry and card swipe exit. The door will have in and out readers and all necessary hardware. The door is to a walk-in freezer it must have emergency exit features in the event of power/system failure.
 Unauthorized opening activates a local door alarm that activates for a configurable amount of time within the security software.
- Door 43A Outside Storage Area Doors: The door will have biometric swipe entry and card swipe exit. The door will have in and out readers and all necessary hardware. Unauthorized opening activates a local door alarm that activates for a configurable amount of time within the security software. Unauthorized opening activates the CCTV system to prioritize recording the event with the still camera (camera 14) and displays on a monitor.
- Door 43B Outside Storage Area Gate: The gate will have biometric swipe entry and card swipe exit. The door will have in and out readers and all necessary hardware. Unauthorized opening activates a local door alarm that activates for a configurable amount of time within the security system. Unauthorized opening activates the CCTV system to prioritize recording the event with the still camera (camera 24) and displays on a monitor.
- S2 Non-radioactive Storage Area Storage Shed: The door will have biometric swipe entry and card swipe exit. The door will have in and out readers and all necessary hardware. Unauthorized opening activates a local door alarm that activates for a configurable amount of time within the security system. Unauthorized opening activates the CCTV system to

- prioritize recording the event with the still camera (camera 28) and displays on a monitor.
- S3 Non-radioactive Storage Area Storage Shed: The door will have biometric swipe entry and card swipe exit. The door will have in and out readers and all necessary hardware. Unauthorized opening activates a local door alarm that activates for a configurable amount of time within the security system. Unauthorized opening activates the CCTV system to prioritize recording the event with the still camera (camera 28) and displays on a monitor.

2. NON-BIOMETRIC.

- Door 1A Annex Front Door: The door will have keypad swipe entry and card swipe exit. The door will have out reader and all necessary hardware. Unauthorized opening activates a local door alarm that activates for a configurable amount of time within the security software. Unauthorized opening activates the CCTV system to prioritize recording the event with the still camera (camera 10) and displays on a monitor.
- Door 1D Annex Rear Door: The door will have card swipe exit. The door will have out reader and all necessary hardware. Unauthorized opening activates a local door alarm that activates for a configurable amount of time within the security software. Unauthorized opening activates the CCTV system to prioritize recording the event with the still cameras (cameras 4, 9, and 12) and displays on a monitor.
- Door 5A Main Entrance: The door will have keypad swipe entry and card swipe exit. The door will have in and out readers and all necessary hardware. Unauthorized opening activates a local door alarm that activates for a configurable amount of time within the security software. Unauthorized opening activates the CCTV system to prioritize recording the event with the still cameras (cameras 2 and 5) and displays on a monitor.
- Door 6A QC Lab Door: The door will have card swipe entry and exit. The door will have in and out readers and all necessary hardware. Unauthorized opening activates a local door alarm that activates for a configurable amount of time within the security software.
- Door 7A QC Office Door: The door will have card swipe entry swipe exit. The door will have in and out readers and all necessary hardware. Unauthorized opening activates a local door alarm that activates for a configurable amount of time within the security software.
- Door 9A MIS Interior Door: The door will have keypad swipe entry and card swipe exit. The door will have in and out readers and all necessary hardware. Unauthorized opening activates a local door alarm that activates for a configurable amount of time within the security software.
- Door 9B MIS Exterior Door: The door will have card swipe exit. The door will have out reader and all necessary hardware. Unauthorized opening activates a local door alarm that activates for a configurable

- amount of time within the security software. Unauthorized opening activates the CCTV system to prioritize recording the event with the still camera (camera 7) and displays on a monitor.
- Door 18A Conference Room Door: The door will have card swipe entry and exit. The door will have in and out readers and all necessary hardware. Unauthorized opening activates a local door alarm that activates for a configurable amount of time within the security software.
- Door 19A Support Services Door: The door will have card swipe entry and exit. The door will have in and out readers and all necessary hardware. Unauthorized opening activates a local door alarm that activates for a configurable amount of time within the security software.
- Door 19B Support Services Exterior Door: The door will have card swipe exit. The door will have out reader and all necessary hardware. Unauthorized opening activates a local door alarm that activates for a configurable amount of time within the security software. Unauthorized opening activates the CCTV system to prioritize recording the event with the still camera (camera 13) and displays on a monitor.
- Door 23A File Room Door: The door will have keypad swipe entry and card swipe exit. The door will have in and out readers and all necessary hardware. Unauthorized opening activates a local door alarm that activates for a configurable amount of time within the security software.
- Door 33A Accessioning Door: The door will have card swipe entry and exit. The door will have in and out readers and all necessary hardware. Unauthorized opening activates a local door alarm that activates for a configurable amount of time within the security software.
- Door 33B Main Laboratory Exterior Door: The door will have card swipe exit. The door will have out reader and all necessary hardware. Unauthorized opening activates a local door alarm that activates for a configurable amount of time within the security software. Unauthorized opening activates the CCTV system to prioritize recording the event with the still camera (camera 6) and displays on a monitor.
- Door 33C Main Laboratory Interior Door: The door will have card swipe entry and exit. The door will have in and out readers and all necessary hardware. Unauthorized opening activates a local door alarm that activates for a configurable amount of time within the security software.
- Door 33D Initial Testing Interior Door: The door will have card swipe entry and exit. The door will have in and out readers and all necessary hardware.
- Door 33E Initial Testing Interior Door: The door will have card swipe entry and exit. The door will have in and out readers and all necessary hardware.
- Door 34A Hub Room Door: The door will have card swipe entry and exit. The door will have in and out readers and all necessary hardware.

- Unauthorized opening activates a local door alarm that activates for a configurable amount of time within the security software.
- Door 39A GC/MS Room Interior Door: The door will have card swipe entry and exit. The door will have in and out readers and all necessary hardware. Unauthorized opening activates a local door alarm that activates for a configurable amount of time within the security software.
- Door 39B GC/MS Room Exterior Door: The door will have keypad swipe entry and card swipe exit. The door will have in and out readers and all necessary hardware. Unauthorized opening activates a local door alarm that activates for a configurable amount of time within the security software. Unauthorized opening activates the CCTV system to prioritize recording the event with the still camera (camera 15) and displays on a monitor.
- Door 40A Storeroom Door: The door will have keypad swipe entry and card swipe exit. The door will have in and out readers and all necessary hardware. Unauthorized opening activates a local door alarm that activates for a configurable amount of time within the security software.
- S1 Non-Radioactive Storage Area Entrance Gate: The gate will have keypad swipe for entry and card swipe exit. The door will have in and out readers and all necessary hardware. Unauthorized opening activates a local door alarm that activates for a configurable amount of time within the security software. Unauthorized opening activates the CCTV system to prioritize recording the event with the pan/tilt/zoom camera (camera 29) and displays on a monitor.

H. EVALUATION FACTORS

- 1. The Government will award a contract resulting from this solicitation to the offeror whose proposal represents the greatest value to the Government in terms of quality and price. Quality, for this requirement, is expressed as technical capability that must be demonstrated in each offeror's technical proposal. Separate price and technical proposals shall be submitted and no pricing information shall be included in the technical proposal. Technical factors are significantly more important than price. Technical proposals shall consist of three, clearly marked sections.
- 2. Factor 1, Minimum Requirements, will be evaluated on an ACCEPTABLE/UNACCEPTABLE basis in that if the offeror fails to show minimum compliance, that offer may not be considered further in the evaluation process. Factor 2, Technical Risk Assessment, and Factor 3, Performance Risk Assessment, are of equal importance. The offeror may include any information considered necessary to prove the relative merits of their proposal. However, only that information located within each section will be evaluated as part of that section (i.e., information that might be support for both technical and performance risk that is not specifically included in both sections, will only be assessed as part of the section in which it is included).

Information shall clearly indicate to which factor or factors the information applies. Technical evaluation factors are as follows:

- FACTOR 1, MINIMUM REQUIREMENTS. The offeror has successfully demonstrated compliance with all of the minimum performance and/or design requirements contained in the solicitation. This factor will be evaluated on an ACCEPTABLE/UNACCEPTABLE basis. An offeror may be rated UNACCEPTABLE AS SUBMITTED if the proposal has not demonstrated compliance with all minimum requirements but has the potential to do so if amended during discussions. Offerors are cautioned that the Government intends to award without discussions, so proposals deemed UNACCEPTABLE AS SUBMITTED might not be considered for award. Proposals deemed UNACCEPTABLE will not be evaluated for Factors 2 and 3.
- FACTOR 2: TECHNICAL RISK ASSESSMENT. The extent to which the offeror's proposal reflects acceptable technical risk for the government will be evaluated in this factor. Technical risk considerations are those characteristics of the *equipment* that permit safe and effective use in the designated environment. They are design features, human factors, and ease of maintainability. Human factors engineering is the application of knowledge about human capabilities and limitations to system or equipment design and development. Technical proposals must include sufficiently detailed information to enable evaluation based on the three factors listed in order of decreasing priority: Design Features, Human Factors, Maintainability.
- FACTOR 3: PERFORMANCE RISK ASSESSMENT. The extent to which the offeror's proposal reflects an appropriate apportionment of performance risk will be evaluated in this factor. Performance risk considerations are defined as those characteristics of the <u>offeror</u> that give indication of the likelihood of the offeror's successful performance of the current requirement. They are proposed delivery schedule, record of on-time delivery for same class product, quality of workmanship displayed in same class delivered product, reliability of same class delivered product, business relations exhibited during previous contracts, range and depth of support provided for same class delivered product.
- 3. PRICING PROPOSALS will be reviewed to determine completeness and reasonableness. The proposal shall provide a total price for the entire installation; however, a breakdown of major components of the job is also required. In support of pricing proposal, offerors shall include copies of established price lists or other documentation setting forth the prices charged to other customers for these components. Failure to submit this pricing information will result in a determination that the pricing proposal is incomplete and the offeror may not be considered further for award.
- 4. Offeror shall include a completed copy of provision at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, with their offer. Offeror

shall include a completed copy of provision at DFARS 252.212-7000, Offeror Representations and Certification-Commercial Items. Addenda to this provision includes DFARS 252.225-7000, Buy American Act-Balance of Payments Program Certificate; 252.225-7006, Buy American Act-Trade Agreements-Balance of Payments Program Certificate; and 252.225-7035, Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program Certificate.

- I. WALKTHROUGH. A pre-proposal "walkthrough" will be conducted at NDSL, Building H-2033, Adams Avenue, NAS Jacksonville, FL on April 22, 2003 at 9:00 AM local time. Contractors wishing to attend must contact S. Wellen by email at sdwellen@us.med.navy.mil no later than 3:00 PM EST on April 15, 2003 with a list of attendees. Offers due at NMLC by 3:00 PM local time on 13 May, 2003. Offers may be mailed or hand delivered to Naval Medical Logistics Command, 1681 Nelson Street, Fort Detrick, MD 21702, or emailed to sdwellen@us.med.navy.mil.
- J. Any questions must be addressed to S. Wellen by email only.

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CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far

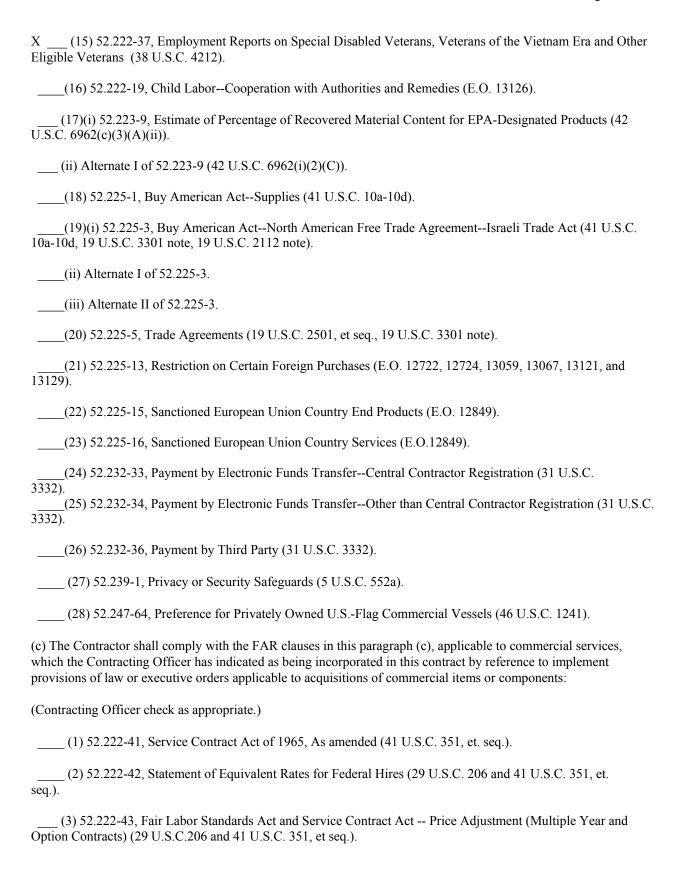
CLAUSES INCORPORATED BY REFERENCE

52.212-1 52.212-3	Instructions to OfferorsCommercial Items Offeror Representations and Certifications - Commercial	OCT 2000 JUL 2002
52 212-4	Items Contract Terms and ConditionsCommercial Items	FEB 2002
32.212-4	Contract Terms and ConditionsCommercial items	FED 2002

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items: (1) 52.222-3, Convict Labor (E.O. 11755). (2) 52.233-3, Protest after Award (31 U.S.C. 3553). (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components: (Contracting Officer shall check as appropriate.) (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402). (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999). (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer). (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994). (ii) Alternate I to 52.219-5. (iii) Alternate II to 52.219-5. (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)). (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)). (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)). (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer. (ii) Alternate I of 52.219-23. (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323). (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323). (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999). X (12) 52.222-26, Equal Opportunity (E.O. 11246). (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212). X ___ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).



- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--
- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)., and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

252.212-7000 Offeror Representations and Certifications- Commercial NOV 1995 Items

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252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2002)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.
52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).
(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.
X252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
252.206-7000 Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304)
252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
X 252.225-7001 Buy American Act and Balance of Payment Program (MAR 1998) (41 U.S.C. 10a-10d, E.O 10582).
X 252.225-7012 Preference for Certain Domestic Commodities (APR 2002) (10.U.S.C. 2533a).
252.225-7014 Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2533a).
252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2533a).
252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).
252.225-7021 Trade Agreements (OCT 2002) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).
252.225-7028 Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).
252.225-7029 Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).
X 252.225-7036 Buy American ActNorth American Free Trade Agreement Implementation ActBalance of Payment Program (MAR 1998) (Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
252.227-7015 Technical DataCommercial Items (NOV 1995) (10 U.S.C. 2320).

SEP 1999

252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
252.247-7023 Transportation of Supplies by Sea (MAY 2002) (Alternate I) (MAR 2000) (Alternate II) (MAR 2000) (Alternate III) (MAY 2002) (10 U.S.C. 2631).
X252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive OrdersCommercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:
252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).
252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631) (End of clause)
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Buy American Act--North American Free Trade Agreement MAR 1998 Implementation Act--Balance Of Payments Program

Buy American Act--Balance Of Payments Program Certificate

252.225-7000

252.225-7035

Certificate